

GIACOMO ANTONIO CIOCCA

v.

TD BANK N.A.

Submitted on Briefs May 30, 2013

Decided June 4, 2013

Panel: ALEXANDER, LEVY, SILVER, GORMAN, and JABAR, JJ.

MEMORANDUM OF DECISION

Giacomo Antonio Ciocca appeals from a judgment entered in the Business and Consumer Docket (*Horton, J.*) in favor of TD Bank N.A., on Ciocca's complaint for breach of contract, unjust enrichment, misrepresentation, unfair and deceptive trade practices, and punitive damages. Contrary to Ciocca's contention, the court did not err in finding that TD Bank did not breach the parties' purchase and sale agreement. *See Rand v. Bath Iron Works Corp.*, 2003 ME 122, ¶ 10, 832 A.2d 771 ("A party bearing the burden of proof at trial can prevail on a sufficiency of the evidence challenge to a finding that [his] burden has not been met only if [he] demonstrates that a contrary finding is compelled by the evidence." (quotation marks omitted)).

The entry is:

Judgment affirmed.

On the briefs:

Neal L. Weinstein, Esq., Old Orchard Beach, for appellant Giacomo Antonio Ciocca

Edward S. MacColl, Esq., Thompson, Bull, Furey, Bass & MacColl, LLC, P.A., Portland, for appellee TD Bank N.A.

Business and Consumer Docket docket number CV-2012-17
For clerks reference only